



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **LJA Engineering, Inc.** ("Contractor"), located at **1904 W. Grand Parkway N, Suite 100 Katy, TX 77449** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Bay Ridge Flood Reduction Project, Phase III**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **June 10, 2019** and shall terminate on **upon completion of project (estimated at 16 months)**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$260,500.00** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **is** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made

by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

LJA ENGINEERING, INC. - "Contractor"

James E. Brown, PE – Senior Vice President

CITY OF LEAGUE CITY – "City"

John Baumgartner – City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products (14 number of pages, including this page)

Scope of services and fee schedule to the City of League City as noted on attached proposal.

May 16, 2019

PROPOSAL

Mr. Christopher Sims
Director of Engineering
City of League City
500 W. Walker St.
League City, Texas 77573

Re: Proposal for Engineering Services Related to the
Bay Ridge Subdivision Phase Three Drainage Improvements
League City, Galveston County, Texas
LJA Proposal No.: 19-01814

Dear Mr. Sims:

LJA Engineering Inc. (LJA) is pleased to present this proposal for your review and approval for engineering services for the design and construction of the Bay Ridge Subdivision Phase Three Drainage Improvements. LJA will provide a design for the following improvements that were presented in the Hurricane Harvey Presentation to City Council. We propose the following scope of work and scope of services. All hydrologic analyses will be based on current League City values for the 2, 10, 50, and 100-year events. Streets will be analyzed to determine if the street ponding depths can be lowered.

SCOPE OF WORK

1. Overflow Swales
 - a. Prepare hydrologic and hydraulic analyses to determine the geometry of extreme event swales or culverts from Winward Drive into the existing detention pond.
2. Street Replacement
 - a. Anchor Way, Seacrest Blvd, and Baycrest Drive will be redesigned to convey the 100-year runoff into the existing detention pond for events up to the 100-year event where existing or proposed easements allow.
3. East Side Culvert Replacement
 - a. Analyze the hydrology and hydraulics for the 100-year event of the existing storm sewer along the east side of subdivision along Wavecrest, Whitesail, Mariner, and Sand Reef to the detention pond to increase conveyance from a larger conduit or open channel.
4. Pond Outfalls
 - a. Analyze the hydrology and hydraulics of existing storm sewer outfalls into the detention pond. Determine storm sewer improvements to convey the 100-year event into the pond through combinations of increased storm sewer sizes, additional inlets, and extreme event overflow swales.

5. Street Ponding at Tarpon Drive, Ocean Way, Marlin, and Dunrich Court
 - a. Analyze the hydrology and hydraulics for the 100-year event of the existing storm sewer system to determine current street ponding and improvements such as increased number of inlets and storm sewer pipe upsizing to reduce ponding to less than 9 inches where attainable.

SCOPE OF SERVICES

A. Engineering – Hydraulic & Hydrology Analysis

1. Review Drainage Area Map and 100-year hydrology of existing street drainage system.
2. Review updated Drainage Area Map and 100-year hydrology for proposed street regrading along Seacrest, Marlin, Dunrich, Ocean Way, Anchor Way, Tarpon Drive, and Baycrest for peak, 100-year discharges at outfall into the existing detention pond and perimeter channels.
3. Review 100-year HGL computations for existing and proposed storm sewers. Prepare inundation maps on available LiDAR based on HGL elevations at each manhole. Prepare difference grid of 100-year elevations
4. Review 100-year hydrology and HGL for replacement of east perimeter culvert with an open channel.
5. Route 100-year design event through existing detention pond. Determine design tailwater conditions for all outfalls into the detention pond. Use available topography for pond stage-storage.
6. Coordinate with Design Engineer to resolve design limitations. Update models as needed.
7. Attend a meeting with the City to discuss findings of preliminary design.

B. Engineering – Preliminary Design Services

1. Perform five (5) site visits.
2. Prepare, review and analyze available r/w, easement, parcel, etc. data through our in-house global information system (G.I.S.) group.
3. Prepare preliminary design (plan view only) of the proposed drainage improvements (typical cross section(s) will be included with this preliminary design).
4. Prepare a preliminary construction cost estimate.
5. Attend a meeting with the City to discuss findings of preliminary design.
6. Prepare and present findings of preliminary engineering report at a public meeting and Council Meeting.

C. Engineering – Basic Design Services

1. Prepare detailed plans (up to a maximum of 10 plan and profile sheets), specifications, and contract drawings on mylar for the project.
2. Prepare detailed estimates of probable construction cost. Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only. Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
3. Furnish to the Client all necessary copies of plans, specifications, notices to bidders, and proposal forms.
4. Use best efforts to assist the Client to obtain necessary approvals from the appropriate city, county, state, and federal agencies having jurisdiction over the project. In the event the plans and specifications are not approved by any agency because they do not conform to the agency's criteria which was in effect at the time the design started, LJA shall redesign the plans and specifications to conform to such criteria at no cost to the Client. If LJA is unable to obtain approval of the plans due to recording of easements, subordinates, payment of taxes, special nonstandard features requested by the Client, or other factors beyond LJA's control, then the plans shall be deemed complete and approved.
5. Prepare and present a Final Design at a public meeting and Council Meeting.

D. Meetings

1. Attend up to two (2) public meetings and one City Council meeting to discuss the findings from the preliminary engineering report (hydrology and hydraulic analysis report) and preliminary design.
2. Attend up to two (2) public meetings and one City Council meeting to discuss the final design.
3. Attend up to three (3) coordination meetings with City Staff and other government agencies regarding the review and approval of the construction plans.

E. Construction Phase Services

1. Construction Phase Services will include attendance at the pre-construction meeting, pay estimate review, construction schedule review, coordination with contractor, owner and governmental agencies.
2. LJA will review samples, catalog data schedules, shop drawings, and Requests for Information (RFIs). This review does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract

documents. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors.

F. Engineering - Project Representation Services

1. On-Site Resident Project Representation will include periodic site visits (typically 5-10 hours a week) to review the progress of contractor work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work. It is agreed that LJA does not underwrite, guarantee or ensure the work done by the contractor(s). Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, LJA is not responsible or liable for the contractor's failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractor(s) shall never relieve the contractor(s) for liability or subject LJA to any liability for any such defect or deficiencies.
2. Should the contractor exceed contract time, as a result of delays caused by the Client, contractor, or regulatory agencies, LJA shall bill the Client for the additional time spent on the job on the basis of time and materials.
3. All fees are based on typical time frames and normal submittal. Typical time frame means work can be accomplished without requiring overtime. These fees do not include costs related to wet sand construction (e.g., monitoring, consultation with geo-tech firm, etc). Fees will be proposed separately on a time and materials basis.

G. Geotechnical Investigation

1. Prepare a geotechnical report for the bedding and backfill of storm sewer, recommendation for the removal and replacement of existing pavement, and recommendation for slope repair along gum bayou.
2. Materials Testing is not included in this proposal and will be submitted under a separate proposal if needed by the City.
3. LJA will use a sub-consultant, to be determined, for the above services.

H. Surveying Services

1. Field staking a Base Map at 200' intervals.
2. Provide as-built topography of detention pond, storm sewer outfalls, and street and drainage improvements.
3. Topographic cross sections within the defined project limits.
4. Locate all drives, parking, structures, fences, and other above ground features which could affect construction.

5. Include all curb lines, driveway cuts, sidewalks, creek crossings, and all trees within the defined project limits subject to protection under the City of League City Tree Protection and Preservation Ordinance.
6. Prior to commencement of construction re-setting of alignment stakes
7. The scope of services does not include the preparation of easements or exhibits at this time. If such services are requested, fees associated with these services shall be provided as the scope of services is defined.
8. LJA will use a sub-consultant, to be determined, for the above services.

Project Schedule

We estimate the following proposed schedule:

A.	Hydrologic and Hydraulic Analysis	6 Weeks
B.	Topography Survey	4 Weeks
C.	Geotechnical Investigation	4 Weeks
D.	Preliminary Design	4 Weeks
E.	City Review of Preliminary Design	2 Weeks
F.	Design	16 Weeks
	a. Includes TxDOT, GCDD, and other required Agency Coordination	
	b. Includes City of League City Review and Approvals	
	c. Includes advertising and bidding the project	
	d. If easements are needed, metes & bounds descriptions can be prepared during the final design. Please note more time may be needed if land acquisition is required.	
G.	Construction	30 weeks

Total Estimate

66 weeks

COMPENSATION

The compensation for the previously defined scope of work is based on the following fees:

ENGINEERING SERVICES

Phase	Description	Fees
401	Preliminary Design Services (Lump Sum)	\$10,000
402	Design Services (Lump Sum)	\$80,000
426A	Miscellaneous Engineering Services (Time and Materials not to exceed \$5,000 w/o written approval from client)	\$5,000
426B	Meetings (Time and Materials not to exceed \$5,000 w/o written approval from client)	\$5,000
601	H&H Analysis Report (Lump Sum)	\$50,000
901	Construction Phase Services (Lump Sum)	\$12,000
902	Project Representation Services (Time and Materials)	<u>\$30,000</u>
ENGINEERING SERVICES SUBTOTAL		\$192,000

SURVEYING SERVICES (SUB-CONSULTANT)

201	Design Topography Survey (Lump Sum)	<u>\$46,000</u>
SUB-CONSULTANT (SURVEYING SERVICES) SUBTOTAL		\$46,000

GEOTECHNICAL INVESTIGATION (SUB-CONSULTANT)

426B	Geotechnical Report (Lump Sum)	<u>\$15,000</u>
SUB-CONSULTANT (GEOTECHNICAL INVESTIGATION) SUBTOTAL		\$15,000

PROJECT TOTALS

ENGINEERING SERVICES	\$192,000
SURVEYING SERVICES (SUB-CONSULTANT)	\$46,000
GEOTECHNICAL INVESTIGATION (SUB-CONSULTANT)	\$15,000
REIMBURSABLE EXPENSES (TIME & MATERIALS – ESTIMATED)	<u>\$ 7,500</u>
GRAND TOTAL	\$260,500

Mr. Christopher Sims
May 16, 2019
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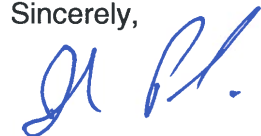
Reimbursable expenses include, but are not limited to advertising, reproduction, deliveries, travel/mileage, GPS equipment, printing, plan review and permit fees, filing fees, recording fees, and long distance phone charges. An estimated budget is shown above. There is no separate pay for reimbursable costs for environmental, geotechnical, subsurface utility engineering, appraisal and surveying services.

TERMS OF PAYMENT

Payment for the above-mentioned services will be made on a monthly basis in accordance with the attached PSA. We will be able to start work on the project upon your written authorization. If this proposal is acceptable to you, please sign this proposal and attached PSA and return one original to us.

Should you have any questions or need any additional information concerning this proposal, please feel free to give me a call at 713.358.8817.

Sincerely,



John Pickens, Jr., PE
Project Manager



Michael S. Rusk, PE
Vice President

JP/MSR/dl

**ACCEPTED BY:
CITY OF LEAGUE CITY**

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B STANDARD RATE SCHEDULE

Staff, Non-Principal Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.35.

Labor cost is defined as the Labor Cost paid to the Engineer's personnel plus payroll burden, currently 47% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client.

Labor Cost Range:

	<u>Lowest</u>	<u>Highest</u>
Department Head (VP, Dept. Manager, Sr. PM)	\$50.00	\$95.00
Project Manager	\$40.00	\$80.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$30.00	\$55.00
Sr. Planner	\$45.00	\$80.00
Planner	\$30.00	\$65.00
Sr. Landscape Architect	\$35.00	\$65.00
Landscape Architect	\$29.00	\$55.00
Designer	\$26.00	\$55.00
Resident Project Representative	\$26.00	\$50.00
GIS Developer	\$35.00	\$65.00
GIS Analyst	\$25.00	\$35.00
Survey Technician	\$33.00	\$52.00
Project Surveyor	\$41.00	\$52.00
CADD Operator (CADD Technician)	\$18.00	\$45.00
Clerical (Construction Admin. Assistant)	\$18.00	\$43.00

CADD System

Intergraph CADD system will be billed at a rate of \$25.00/hour plus operator time.

Principals

Principals will be billed at a rate of \$225.00/hour.

Senior Consultants

Senior consultants will be billed at a rate of \$250.00/hour.

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$425.00/hour.

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

One-Man Survey Crew	\$115.00/Hour
Two-Man Survey Crew	\$145.00/Hour
Three-Man Survey Crew	\$175.00/Hour
Four-Man Survey Crew	\$205.00/Hour
GPS	\$ 50.00/Hour
Robotic Total Station	\$ 25.00/Hour
All-Terrain Vehicle	\$ 50.00/Day

Reimbursable Expenses

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle other than survey / Project representative will be charged at the current IRS mileage rate per mile. Survey / Project representative vehicle mileage will be charged at a rate of \$0.73 per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

**CONCEPTUAL CONSTRUCTION COST FOR
BAYRIDGE DRAINAGE IMPROVEMENTS PHASE 3
IN
LEAGUE CITY, TEXAS**

May 16, 2019

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
CULVERT REMOVAL				
1. EXCAVATE AND GRADE CHANNEL. APPROXIMATELY 1,100 LF, 14' BOTTOM WIDTH, 10' DEPTH, AND 3:1 SIDE SLOPES. INCLUDES ALL DIRT MANIPULATION AND HAULING OFFSITE, COMPLETE IN PLACE	CY	18,000	\$15.00	\$270,000.00
2. REMOVE AND DISPOSE 42" RCP STORM SEWER, ALL DEPTHS, COMPLETE IN PLACE	LF	1,100	\$40.00	\$44,000.00
3. REMOVE AND DISPOSE STORM SEWER MANHOLE, ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$1,250.00	\$5,000.00
SUBTOTAL CULVERT REMOVAL				\$319,000.00
ANCHOR WAY STORM SEWER UPGRADE				
1. REMOVE AND DISPOSE OF EXIST. STORM SEWER, COMPLETE IN PLACE	LF	1500	\$25.00	\$37,500.00
2. R.C.B. STORM SEWER BOX CULVERT, ASTM C-1433, ALL DEPTHS, COMPLETE IN PLACE	LF	1500	\$250.00	\$375,000.00
3. REMOVE AND DISPOSE 5' CURB INLETS, ALL DEPTHS, INCLUDES STAGE 1 AND STAGE 2, COMPLETE IN PLACE	EA	2	\$1,000.00	\$2,000.00
4. 20' CURB INLETS, ALL DEPTHS, INCLUDES STAGE 1 AND STAGE 2, COMPLETE IN PLACE	EA	6	\$3,000.00	\$18,000.00
5. REMOVE AND DISPOSE STORM SEWER MANHOLE. ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$1,000.00	\$2,000.00
6. REMOVE AND REPLACE STORM SEWER MANHOLE. ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$3,000.00	\$6,000.00
7. PRECAST TYPE "C" MANHOLE FOR ALL STORM SEWERS, ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$3,000.00	\$12,000.00
8. JUNCTION BOX WITH TYPE 'C' MANHOLE TOP. ALL DEPTHS, COMPLETE IN PLACE	EA	3	\$10,000.00	\$30,000.00
9. REMOVE AND REPLACE OUTFALL STRUCTURE TO ACCOMMODATE PROPOSED BOX CULVERT. INCLUDES SLOPE PAVING AND S.E.T'S. COFFER DAM AND PUMPING INCIDENTAL, ONLY IF RECOMMENDED BY ENGINEER, COMPLETE IN PLACE	LS	1	\$50,000.00	\$50,000.00
10. REMOVE AND DISPOSE OF EXSITING ROAD MATERIALS, COMPLETE IN PLACE.	LF	150	\$25.00	\$3,750.00
11. NEW PROPOSED 6" REINFORCED CONCRETE ROAD WITH 6" CURB, ALL MATERIALS, COMPLETE IN PLACE.	LF	150	\$200.00	\$30,000.00
SUBTOTAL ANCHOR WAY STORM SEWER UPGRADE				\$566,250.00
SEACREST BLVD STORM SEWER UPGRADE				
1. REMOVE AND DISPOSE OF EXIST. STORM SEWER, COMPLETE IN PLACE	LF	1700	\$25.00	\$42,500.00
2. R.C.B. STORM SEWER BOX CULVERT, ASTM C-1433, ALL DEPTHS, COMPLETE IN PLACE	LF	1700	\$250.00	\$425,000.00
3. REMOVE AND DISPOSE 5' CURB INLETS, ALL DEPTHS, INCLUDES STAGE 1 AND STAGE 2, COMPLETE IN PLACE	EA	5	\$1,000.00	\$5,000.00
4. 20' CURB INLETS, ALL DEPTHS, INCLUDES STAGE 1 AND STAGE 2, COMPLETE IN PLACE	EA	9	\$3,000.00	\$27,000.00

**CONCEPTUAL CONSTRUCTION COST FOR
BAYRIDGE DRAINAGE IMPROVEMENTS PHASE 3
IN
LEAGUE CITY, TEXAS**

May 16, 2019

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
5. REMOVE AND DISPOSE STORM SEWER MANHOLE. ALL DEPTHS, COMPLETE IN PLACE	EA	3	\$1,000.00	\$3,000.00
6. REMOVE AND REPLACE STORM SEWER MANHOLE. ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$3,000.00	\$6,000.00
7. PRECAST TYPE "C" MANHOLE FOR FOR ALL STORM SEWERS, ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$3,000.00	\$12,000.00
8. JUNCTION BOX WITH TYPE 'C' MANHOLE TOP. ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$10,000.00	\$10,000.00
9. REMOVE AND REPLACE OUTFALL STRUCTURE TO ACCOMMODATE PROPOSED BOX CULVERT. INCLUDES SLOPE PAVING AND S.E.T'S. COFFER DAM AND PUMPING INCIDENTAL, ONLY IF RECOMMENDED BY ENGINEER, COMPLETE IN PLACE	LS	1	\$50,000.00	\$50,000.00
10. REMOVE AND DISPOSE OF EXSITING ROAD MATERIALS, COMPLETE IN PLACE.	LF	75	\$25.00	\$1,875.00
11. NEW PROPOSED 6" REINFORCED CONCRETE ROAD WITH 6" CURB, ALL MATERIALS, COMPLETE IN PLACE.	LF	75	\$200.00	\$15,000.00
SUBTOTAL SEACREST BLVD STORM SEWER UPGRADE				\$597,375.00

BAYCREST DRIVE STORM SEWER UPGRADE

1. REMOVE AND DISPOSE OF EXIST. STORM SEWER, COMPLETE IN PLACE	LF	1020	\$25.00	\$25,500.00
2. R.C.B. STORM SEWER BOX CULVERT, ASTM C-1433, ALL DEPTHS, COMPLETE IN PLACE	LF	1020	\$250.00	\$255,000.00
3. REMOVE AND DISPOSE 5' CURB INLETS, ALL DEPTHS, INCLUDES STAGE 1 AND STAGE 2, COMPLETE IN PLACE	EA	6	\$1,000.00	\$6,000.00
4. 20' CURB INLETS, ALL DEPTHS, INCLUDES STAGE 1 AND STAGE 2, COMPLETE IN PLACE	EA	8	\$3,000.00	\$24,000.00
5. REMOVE AND DISPOSE STORM SEWER MANHOLE. ALL DEPTHS, COMPLETE IN PLACE	EA	3	\$1,000.00	\$3,000.00
6. REMOVE AND REPLACE STORM SEWER MANHOLE. ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$3,000.00	\$3,000.00
7. PRECAST TYPE "C" MANHOLE FOR FOR ALL STORM SEWERS, ALL DEPTHS, COMPLETE IN PLACE	EA	3	\$3,000.00	\$9,000.00
8. JUNCTION BOX WITH TYPE 'C' MANHOLE TOP. ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$10,000.00	\$10,000.00
9. REMOVE AND REPLACE OUTFALL STRUCTURE TO ACCOMMODATE PROPOSED BOX CULVERT. INCLUDES SLOPE PAVING AND S.E.T'S. COFFER DAM AND PUMPING INCIDENTAL, ONLY IF RECOMMENDED BY ENGINEER, COMPLETE IN PLACE	LS	1	\$50,000.00	\$50,000.00
10. REMOVE AND DISPOSE OF EXSITING ROAD MATERIALS, COMPLETE IN PLACE.	LF	150	\$25.00	\$3,750.00
11. NEW PROPOSED 6" REINFORCED CONCRETE ROAD WITH 6" CURB, ALL MATERIALS, COMPLETE IN PLACE.	LF	150	\$200.00	\$30,000.00

SUBTOTAL BAYCREST DRIVE STORM SEWER UPGRADE **\$419,250.00**

**CONCEPTUAL CONSTRUCTION COST FOR
BAYRIDGE DRAINAGE IMPROVEMENTS PHASE 3
IN
LEAGUE CITY, TEXAS**

May 16, 2019

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
SOUTHWEST POND CORNER STORM SEWER UPGRADE				
1. REMOVE AND DISPOSE RCP STORM SEWER, COMPLETE IN PLACE	LF	55	\$20.00	\$1,100.00
2. RCP STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	55	\$150.00	\$8,250.00
3. REMOVE AND DISPOSE STORM SEWER MANHOLE. ALL DEPTHS. COMPLETE IN PLACE	EA	1	\$1,000.00	\$1,000.00
4. PRECAST TYPE "C" MANHOLE FOR FOR ALL STORM SEWERS, ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$3,000.00	\$3,000.00
5. REMOVE AND REPLACE OUTFALL STRUCTURE TO ACCOMMODATE PROPOSED STORM SEWER. INCLUDES SLOPE PAVING AND S.E.T'S. COFFER DAM AND PUMPING INCIDENTAL, ONLY IF RECOMMENDED BY ENGINEER. COMPLETE IN PLACE	LS	1	\$50,000.00	\$50,000.00
SUBTOTAL SOUTHWEST POND CORNER STORM SEWER UPGRADE				\$63,350.00
MISCELLANEOUS ITEMS				
1. BROADCAST SEEDING FROM BACK OF CURB TO R.O.W., (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	AC	4	\$1,100.00	\$4,400.00
2. INSTALLATION AND REMOVAL OF REINFORCED FILTER FABRIC FENCE SWMHCA SPECIFICATIONS NO.4311, (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	6,000	\$2.00	\$12,000.00
3. BEDDING AND BACKFILL FOR STORM SEWER WET SAND CONSTRUCTION AND UNSATISFACTORY SOIL CONDITIONS (PER DETAIL), (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	1,000	\$15.00	\$15,000.00
4. DEWATERING FOR STORM SEWER (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	1,000	\$20.00	\$20,000.00
5. PROPOSED V-BOTTOM SWALE WITH 3:1 S.S., COMPLETE IN PLACE	LF	2,500	\$5.00	\$12,500.00
SUBTOTAL MISCELLANEOUS ITEMS				\$63,900.00

**CONCEPTUAL CONSTRUCTION COST FOR
BAYRIDGE DRAINAGE IMPROVEMENTS PHASE 3
IN
LEAGUE CITY, TEXAS
May 16, 2019**

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
PROBABLE CONSTRUCTION COST SUMMARY				
SUBTOTAL CULVERT REMOVAL				\$319,000.00
SUBTOTAL ANCHOR WAY STORM SEWER UPGRADE				\$566,250.00
SUBTOTAL SEACREST BLVD STORM SEWER UPGRADE				\$597,375.00
SUBTOTAL BAYCREST DRIVE STORM SEWER UPGRADE				\$419,250.00
SUBTOTAL SOUTHWEST POND CORNER STORM SEWER UPGRADE				\$63,350.00
SUBTOTAL MISCELLANEOUS ITEMS				\$63,900.00
TOTAL PROBABLE CONSTRUCTION COST				\$2,029,125.00
CONTINGENCIES (20%)				\$405,825.00
GRAND TOTAL PROBABLE CONSTRUCTION COST				\$2,434,950.00

NOTES:

1. DOES NOT INCLUDE COSTS FOR SWPPP ITEMS.